

Specific Service Terms – Device Management Service
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(Calibre One)

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Specific Service Terms - Device Management Service

1. ABOUT THESE SPECIFIC SERVICE TERMS

- 1.1. These are the Specific Service Terms – Device Management Service part of the Agreement between Calibre One and the Customer.
- 1.2. This Agreement is comprised of our General Service Terms (including the Schedules to the General Service Terms) these Specific Service Terms – Device Management Service and any other Specific Service Terms applying to the Customer for the Services selected in the Scope of Works.
- 1.3. Calibre One has presented and the Customer has accepted a Scope of Works which includes the provision of the Device Management Service (**Device Management Service**) to the Customer's Business for its Information Technology requirements. The Scope of Works is for the provision of the Device Management Service (and any other Services or things as set out in the Scope of Works) and has been prepared based upon any inspection by Calibre One of the Information Technology used by the Customer in the ordinary course of the Customer's Business conducted at the Customer's Premises.
- 1.4. The Customer warrants that before this Agreement is entered into it has given full and complete disclosure to Calibre One of all its needs and requirements in respect of Information Technology for its Business and Calibre One entered into this Agreement in reliance on that disclosure.
- 1.5. Calibre One and the Customer have entered into this Agreement to set out the terms on which Calibre One will provide the Device Management Service for the purpose of maintaining and supporting the Customer's Information Technology requirements.

2. DEVICE MANAGEMENT

- 2.1. Device Management is an integrated solution for the end-to-end management of the Customer's Compatible Devices. It is designed to be used as a Device Management platform for your Compatible Devices by your employees or contractors whom you authorise to use a Device (**End Users**).
- 2.2. Calibre One will register the Customer's End Users that have a Compatible Device so that your Business policies, settings and applications are pushed to those Compatible Devices. End Users have to opt-in and set up their BYOD Compatible Device by entering a set of credentials provided by you before Business settings are pushed. You can also nominate a representative who we can provide access to your Device Management platform on the internet so that they can also register your employees and contractors.
- 2.3. The features of the Device Management platform used to deliver the Device Management Service are set out in the following table:

Feature	Description	Microsoft Intune Platform
Minimum number of registered Compatible Devices		1
Hosting Location		Microsoft Cloud, Australia
Platform Upgrades	How platform upgrades occur	Software upgrades are automatically applied with notice given by Microsoft Administration Portal.
Device Management (DM)	Protect Business information on Compatible Devices by configuring IT policies. Keep devices up to date with latest OS security patches and updates.	Included

Application Management (AM)	Create an enterprise application store and manage applications on Compatible Devices.	Included
Content Management (CM)	Upload and share company documents and collaborate with colleagues.	Basic functionality
Email Management (EM)	Control which Compatible Devices have email access and encrypt email messages.	Included
Device Enrolment Service (DES)	Deploy devices ready to go out of the box with Business settings and applications.	Included
Threat Protection	Utilisation of Microsoft Defender on Compatible Devices for endpoint protection.	Included
Cloud Storage	Storage provided by Microsoft to upload Business documents, see https://docs.microsoft.com/en-us/office365/servicesdescriptions/sharepoint-online-service-description/sharepoint-online-limits .	Included
Integration with enterprise resources	Ability to connect with Business systems like Active Directory, share file, per app VPN, etc.	Included (requires software adapters installed in your premise (installed at an additional cost))
Telstra Managed Services (TMS)	Enhanced service management and support throughout Australia for eligible services.	Additional cost

- 2.4. The Device Management Service comprises of some or all the following components, as set out in detail in your Scope of Works:
- (a) implementation phase services described in further detail at clauses 2.16 – 2.17 (**Implementation Phase Services**); and
 - (b) end-to-end managed services described in further detail at clauses 2.18 and 2.20 (**Managed Services**); but
 - (c) it does not include provision of a Compatible Device or any associated accessories to use with your Compatible Device although you may choose to lease or purchase a Compatible Device or accessories to use with it from us in accordance with the General Service Terms or you may also choose to lease a Compatible Device from a Lease Provider in accordance with clause 2.15;

Eligibility, requirements, and limitations

- 2.5. To be able to receive the Device Management service from us, you must:
- (a) be an approved customer or have an active Telstra Account at all times;
 - (b) have a valid ACN, ABN or ARBN;
 - (c) either provide your own Compatible Device, or lease a Compatible Device from a Lease Provider in accordance with clause 2.15 or lease or purchase one from us in accordance with the General Service Terms;
 - (d) if you choose to lease or licence a Compatible Device, then you must enter into and maintain that lease or licence for the full duration of the Device Management Service via a Compatible Device leasing or licence arrangement with either:
 - (i) one of our eligible Third Party leasing providers (whose details we can provide on request) (**Lease Provider**) or;
 - (ii) for other approved Customers, with us.

We may terminate this Agreement so far as it relates to your Device Management Service if your lease or licence of a Compatible Device ends for any reason.

- 2.6. The Device Management Service is only compatible with the Microsoft Intune Mobile Device Management (**MDM**) platforms (**MDM Platform**). You must obtain and maintain throughout the Term sufficient valid MDM Platform licences to support your use of the Device Management Service. Unless otherwise agreed in writing, we are not responsible for acquiring or supplying your MDM Platform licences. If you do not maintain any of these licences, then we may suspend or cancel your Device Management Service.
- 2.7. The Customer shall do all things necessary to ensure that it has the following software subscriptions in place, in relation to its Information Technology, at all times during which the Device Management Service is to be provided under this Agreement:

Item	Software subscription
End Point	<ul style="list-style-type: none"> ■ Windows Defender ATP ■ Windows 10 E5 or M365 E5/E3 or M365 Business Premium or; ■ Windows Defender
Platform	<ul style="list-style-type: none"> ■ Intune (EM+S E3 or M365 E3/E5 or Business Premium) ■ Azure AD Premium P1 (EM+S E3 or M365 E3) ■ Windows 10 AutoPilot ■ Azure AD Connect (for directory synchronisation) ■ On-Premises Connector for Exchange

Note that from time to time Microsoft change licensing coverage which may impact the required licenses.

Scope of Works

- 2.8. The Scope of Works is the single point of reference for both you and us on the operational aspects of the Device Management Service. Changes to these operational aspects in the Scope of Works shall only be as mutually agreed in writing between you and us. Changes to the Scope of Works may incur additional Fees.
- 2.9. We may not act on instructions of your personnel (other than changes to authentication processes) that are inconsistent with the processes documented and agreed in the Scope of Works or are technically incorrect. You are responsible for all instructions your personnel give us, and you warrant that they are authorised by you.

End Users and Registered Devices

- 2.10. We will only provide Device Management Services in respect of your End Users whom we have authenticated in accordance with the processes agreed in the Scope of Works, and who have enrolled their Compatible Device on the MDM Platform (**Registered Devices**).
- 2.11. In order to deploy the required configurations for the Device Management Service, Compatible Devices must be turned on, and connected to the internet.

Compatible Devices

- 2.12. For each Device Management Service you use, you must either:
- (a) provide your own Compatible Device in relation to that Service;
 - (b) lease or licence a Compatible Device from a Lease Provider; or
 - (c) purchase a Compatible Device from us, in accordance with the General Service Terms, at the upfront purchase price set out in the Scope of Works.
- 2.13. Your choice will be set out in the Scope of Works.
- 2.14. If we otherwise approve, you may lease a Compatible Device directly from us on the terms set out in a separate lease agreement with us, rather than a Lease Provider.

- 2.15. If you lease or licence or propose to lease or licence a Compatible Device from a Lease Provider:
- (a) if the Lease Provider wishes to undertake a credit check or credit assessment of the Customer prior to entering into a lease or licence with you then you authorise us to provide any details requested by the Lease Provider to them for that purpose;
 - (b) we will arrange for the order and delivery of the Compatible Device to you, but you do not have any right to use the Compatible Device until the Lease Provider has granted final approval for the lease or licence and the lease or licence has been executed by you and the Lease Provider;
 - (c) the Compatible Devices are provided by the Lease Provider under the agreement between you and that third party Lease Provider;
 - (d) during the lease or licence term, you will pay the rental or licence fees in respect of each leased Compatible Device to the relevant Lease Provider; and
 - (e) the product warranty in relation each Compatible Device is provided to you by the Lease Provider or the manufacturer, and we are deemed not to be the supplier of the relevant Compatible Device.

Implementation Phase Services

- 2.16. Prior to the deployment of the Device Management Service, we will complete a readiness assessment engagement and conduct MDM Platform configuration onboarding, as detailed in the Scope of Works. The Fee payable by the Customer for the readiness assessment is as set out in the Scope of Works.
- 2.17. You may order initial planning, project management implementation and transition-in device deployment services from us. Those Implementation Phase Services (and the roles, responsibilities and agreed processes in relation to those Implementation Services) will be as agreed in the Scope of Works and will be for a Fee payable by the Customer as set out in the Scope of Works.

Managed Services

- 2.18. The nature and specifications of the Managed Services included in the Device Management Service are set out in the Scope of Works.
- 2.19. If you choose to include a specified Managed Service in your Device Management Service, that Managed Service will apply to all of your Registered Devices.
- 2.20. The Customer may also order additional features as part of the Managed Service component of your Device Management Service. Additional Fees will apply, as agreed, to these additional features.

Your responsibilities

- 2.21. The Customer must:
- (a) nominate in writing a person to be the Customer's single point of contact with us for all matters in relation to your Device Management Service (you must have a nominee under this clause at all times and the nominee may only be changed by notice in writing from you to us);
 - (b) the person nominated in clause (a) must have sufficient authority to confirm or deny any required works, changes or out-of-scope charges;
 - (c) not make any unauthorised changes to any Information Technology hardware, software (including email systems) or configurations that support the Device Management Service without complying with clause (d);
 - (d) notify us in writing of any planned changes to your operating system or back-up, anti-virus or security systems:
 - (i) for regular changes, at least 14 days before the change is implemented; and
 - (ii) for emergency changes, at least 8 hours during ordinary business hours on any Business Day before the change is implemented;

- (e) without limiting clause (c), promptly notify us of any changes to your Information Technology that may impact the Device Management Service, including any changes to email infrastructure and network (such as firewalls and gateways);
- (f) provide us with all reasonable assistance and access to your Premises and your Information Technology assets and systems as requested from time to time for the purposes of providing the Device Management Service to you and your End Users; and
- (g) comply with all reasonable instructions and procedures issued by Calibre One in relation to the Device Management Service.

Third Party Suppliers

- 2.22. We may use Third Parties to deliver some or all of the Device Management Service.
- 2.23. Some aspects of the Device Management Service may be the responsibility of a Third Party or conditional upon action by a Third Party. To the extent the Scope of Works specifies that any aspect of the Device Management Service is a Third Party responsibility:
- (a) we are not responsible for any delay or inaction by the Third Party; and
 - (b) as between you and us, each responsibility of the Third Party is deemed to be your responsibility.
- 2.24. You appoint us as your agent to act on your behalf in relation to any Third Party supplier to the extent that any aspect of the Device Management Service as set out in the Scope of Works requires the supply to the Customer of any Information Technology by any Third Party supplier.
- 2.25. You authorise us to provide your contact details and all other necessary information (including confidential information) to any Third Party suppliers, and to instruct Third Party suppliers on your behalf, to the extent necessary for us to provide Device Management Services. Upon request, you must provide all assistance we reasonably require in order to provide the Device Management Service, including authorisations to Third Party suppliers.

Limitations

- 2.26. You acknowledge and agree that:
- (a) from time-to-time, we may need to implement planned outages to your MDM Platform for maintenance and upgrade purposes. We will provide you with reasonable prior notice before any planned outages commence and will aim to cause as little impact as possible to your Business when we do;
 - (b) we may require you or your End Users to agree to a further end user licence agreement (**EULA**) with us (or our third party supplier) to access and use the MDM Platform, and if you or any End User refuses to enter into that EULA, we may not be able to supply and you (or that End User) may not be able to receive and use the Device Management Service or part of it; and
 - (c) we do not represent and cannot guarantee that Device Management (including MDM Platform) is capable of integrating with any Third Party software or service.

Charges and invoices

- 2.27. The prices and rates for calculation of our Fees for your Device Management Service are set out in the Scope of Works or as otherwise determined in accordance with the terms of this Agreement, subject to any adjustment or variation of those prices and rates in accordance with the terms of this Agreement.

Notice of Price Variation

- 2.28. Where there is a change in the Business, a change in the Information Technology during the Term, or a variation which determined by Calibre One will result in an increase of more than 10% from the previously expected level of effort or labour in providing the Device Management Service for the remainder of the Term, Calibre One may at its discretion vary by increasing the Fees for the Device Management Service to reasonably reflect any changes in the Services.
- 2.29. Calibre One must give the Customer 30 days' prior written notice of any variation in the Fees in accordance with clause 2.28.

- 2.30. The Customer may within 30 days of receiving the notice of variation of the Fees, in accordance with clause 2.28 terminate this Agreement immediately so far as it relates to the Device Management Service. The Customer will be deemed to have accepted the change in Fees if it does not terminate this Agreement, within 30 days of receiving the notice of variation of the Fees in accordance with this clause.
- 2.31. The Customer will be liable for any Fees rendered in relation to provision of the Device Management Service up to the date such termination takes effect. This provision will continue to be enforceable notwithstanding termination.

3. GENERAL CONTRACT TERMS

Modifications to Specific Service Terms

- 3.1. Once these Specific Service Terms have been agreed and this Agreement entered into, matters contained within these Specific Service Terms may, unless expressly provided otherwise, only be amended from time to time by mutual Agreement in writing between Calibre One and the Customer.

4. DEFINITIONS

In these Specific Service Terms except to the extent that the context requires otherwise the following terms and expressions shall have the following meanings:

Compatible Device	means the Calibre One approved desktops, laptops, 2-in-1 convertible devices running a Windows 10 and MacOS operating system as well as approved mobile and tablet devices operating either an Android or iOS operating system used by either the Customer and their users. The device may either be owned by the Customer (Corporate Owned) or by the User (BYOD). The device must also remain compatible and by the MDM Platform.
End Users	means the Customers the employees or subcontractors that they deem should have access to their Devices and Information Technology.
Lease Provider	means a Third Party provider of Compatible Devices approved by Calibre One and who provides Compatible Devices under a Lease, licence or similar arrangement.
Registered Device	has the meaning given to it in clause 2.10.
Telstra Account	means a monthly account provided by Telstra to the Customer for the Business which includes either fixed voice or mobile call plan carriage as well as Office 365.